

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**GLOBAL SIGNAL ACQUISITIONS IV LLC  
2000 CORPORATE DRIVE  
CANONSBURG, PA 15317**

**135993-SA**

**LAND TITLE OF SKAGIT COUNTY**

**200507070050 & 200510110061**



**201005250030**

**Skagit County Auditor**

**5/25/2010 Page**

**1 of**

**17 12:10PM**

**GRANT OF EASEMENT AND ASSIGNMENT OF LEASE**

**Grantor:** ChannelView, LLC, a Washington limited liability company

**Grantee:** Global Signal Acquisitions IV LLC, a Delaware limited liability company

**Abbreviated Legal Description:** Lot 11, per plat recorded September 19, 2000 under No. 200009190049

**Assessor's Tax Parcel ID #:** 4761-000-011-0000/**P117203**

**Prior Recorded Document(s) in Skagit County:** None known

**Site ID:** Guemes Island (Lower) (880321)

**This Grant of Easement conveys a right of first refusal.  
The legal description of the property conveyed herein can be found on Exhibit C.**

**1487**  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

**MAY 25 2010**

Amount Paid \$ **6893.60**  
Skagit Co. Treasurer  
By **MAN** Deputy

## GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made this 5th day of MAY, 2010, by and between **CHANNELVIEW, LLC**, a Washington limited liability company, having a mailing address of P.O. Box 650, Burlington, Washington 98233 ("Grantor") and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("GSA IV or Grantee").

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Anacortes, County of Skagit, State of Washington, by grant or conveyance recorded on September 27, 2000, at Instrument No. 200009270046, in the Public Records of Skagit County, Washington, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being Three Hundred Eighty Seven Thousand and 00/100 Dollars (\$387,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as an irregular shaped 1817 square foot parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-1" attached hereto. The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, a non-exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twelve foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-2" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event GSA IV or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, at no cost and in a location acceptable to Grantor and GSA IV (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Skagit County, Washington. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.



3. **Easement Area.** The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. GSA IV agrees that it shall comply with all applicable governmental laws with respect to its use of the Easement Area. Subject to the foregoing, Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. **Perpetual Easement.** This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. **GSA IV's Right to Terminate.** GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing Grantor ninety (90) days prior written notice of the effective date of said termination. Upon termination of this Easement, GSA IV's rights under this Easement shall terminate and all of the parties shall have no further obligations to each other, provided, however, that those obligations which by their very nature are intended to survive the termination of this Easement shall so survive. Upon termination of this Easement, GSA IV shall, within a reasonable time, but no later than the effective date of termination, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. **Hazardous Materials.**

a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute



such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** During the Term of the Easement, GSA IV shall carry, at no cost to Grantor, adequate comprehensive liability insurance with limits of not less than \$1,000,000.00. Grantor hereby agrees that GSA IV may satisfy this requirement pursuant to master policies of insurance covering other locations of GSA IV. GSA IV shall provide evidence of such insurance upon request, and such evidence shall name Grantor as an additional insured.

8. **Security of GSA IV's Communications Facilities.** GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities.

9. **Removal of Obstructions.** GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a



hazard to GSA IV's use of the Easement Area. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions.

**10. Assignment of Lease Agreement.** The parties hereby acknowledge that certain PCS Site Agreement dated July 24, 1996 by and between STC Five LLC, as successor lessee to Sprint Spectrum L.P., and Grantor, as successor lessor to Michael Fohn and Maureen Fohn, as amended on October 15, 1998 and on January 25, 2001 (the "Lease Agreement"). Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV. Recorded under Auditor File Nos.

200507070050 and 200510110061

**11. Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

**12. Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Grantor's Delinquent Taxes") and GSA IV shall have the right to collect Grantor's Delinquent Taxes from Grantor together with interest on Grantor's Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays Grantor's Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto. Likewise, In the event GSA IV fails to reimburse Grantor for its share of such real estate taxes (the "GSA IV's Delinquent Reimbursement"), Grantor shall have the right to collect GSA IV's Delinquent Reimbursement from GSA IV together with interest on GSA IV's Delinquent Reimbursement at the rate of 12% per annum (calculated from the date Grantor pays GSA IV's Delinquent Taxes until GSA IV repays such sums due to Grantor).



13. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. **Enforcement.**

a) In the event Grantor fails to cure any violation of the terms of this Easement within twenty (20) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

b) In the event GSA IV fails to cure any violation of the terms of this Easement within twenty (20) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of GSA IV's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.

15. **Limitation on Damages.** In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. **Recording.** Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. **Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or



resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; (d) as of the date of this Easement, there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the GSA IV.

21. **Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's



Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.

**22. Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

**23. Construction of Document.** Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

**24. Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Skagit County, Washington.

**25. Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor:

ChannelView, LLC  
c/o Michael V. Fohn  
P.O. Box 650  
Burlington, Washington 98233

With a copy to:

B. David Thomas, Attorney at Law  
PO Box 2821  
Kirkland, WA 98083-2821

If to GSA IV

Global Signal Acquisitions IV LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317





26. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

28. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV a non-disturbance agreement for each such mortgage, in recordable form.

29. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.

30. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

[Remainder of Page Intentionally Blank]



IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

**GRANTOR:**

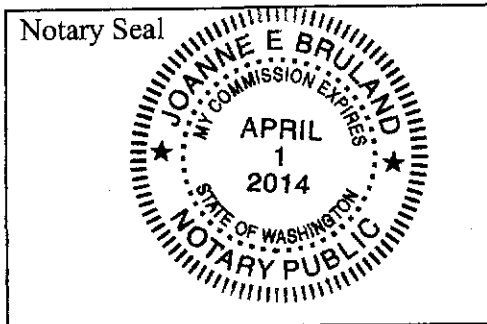
CHANNELVIEW, LLC, a Washington  
limited liability company

By: [Signature]  
Print Name: MICHAEL V. FOHN  
Title: MANAGER

STATE OF Washington )  
COUNTY OF Skagit )SS.

I certify that I know or have satisfactory evidence that Michael V. Fohn is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of CHANNELVIEW, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5/4/10



[Signature]  
(Signature of Notary)  
Joanne E Bruland  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Washington  
My appointment expires: 4/1/10



GSA IV:  
GLOBAL SIGNAL ACQUISITIONS IV  
LLC, a Delaware limited liability company

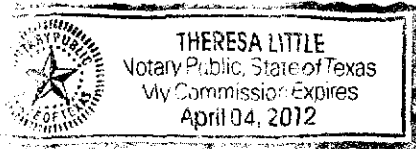
By: [Signature]  
Print Name: R. Christopher Mooney  
Title: Director - Land Acquisition Operations

STATE OF TEXAS )  
 )SS.  
COUNTY OF HARRIS )

I certify that I know or have satisfactory evidence that R. CHRISTOPHER MOONEY is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the DIRECTOR of GLOBAL SIGNAL ACQUISITIONS IV LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-5-10

Notary Seal



[Signature]  
(Signature of Notary)

THERESA LITTLE

(Legibly Print or Stamp Name of Notary) TEXAS  
Notary Public in and for the State of Washington  
My appointment expires: 4-4-12

**EXHIBIT "A"**  
**TO GRANT OF EASEMENT**

**[Description of Grantor's Property]**

Lot 11, "PLAT OF CHANNELVIEW," as per plat recorded on September 19, 2000, under Auditor's File No. 200009190049, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Site Name: Guemes Island (Lower)  
BUN: 880321



201005250030

Skagit County Auditor

**EXHIBIT "B"**  
**TO GRANT OF EASEMENT**

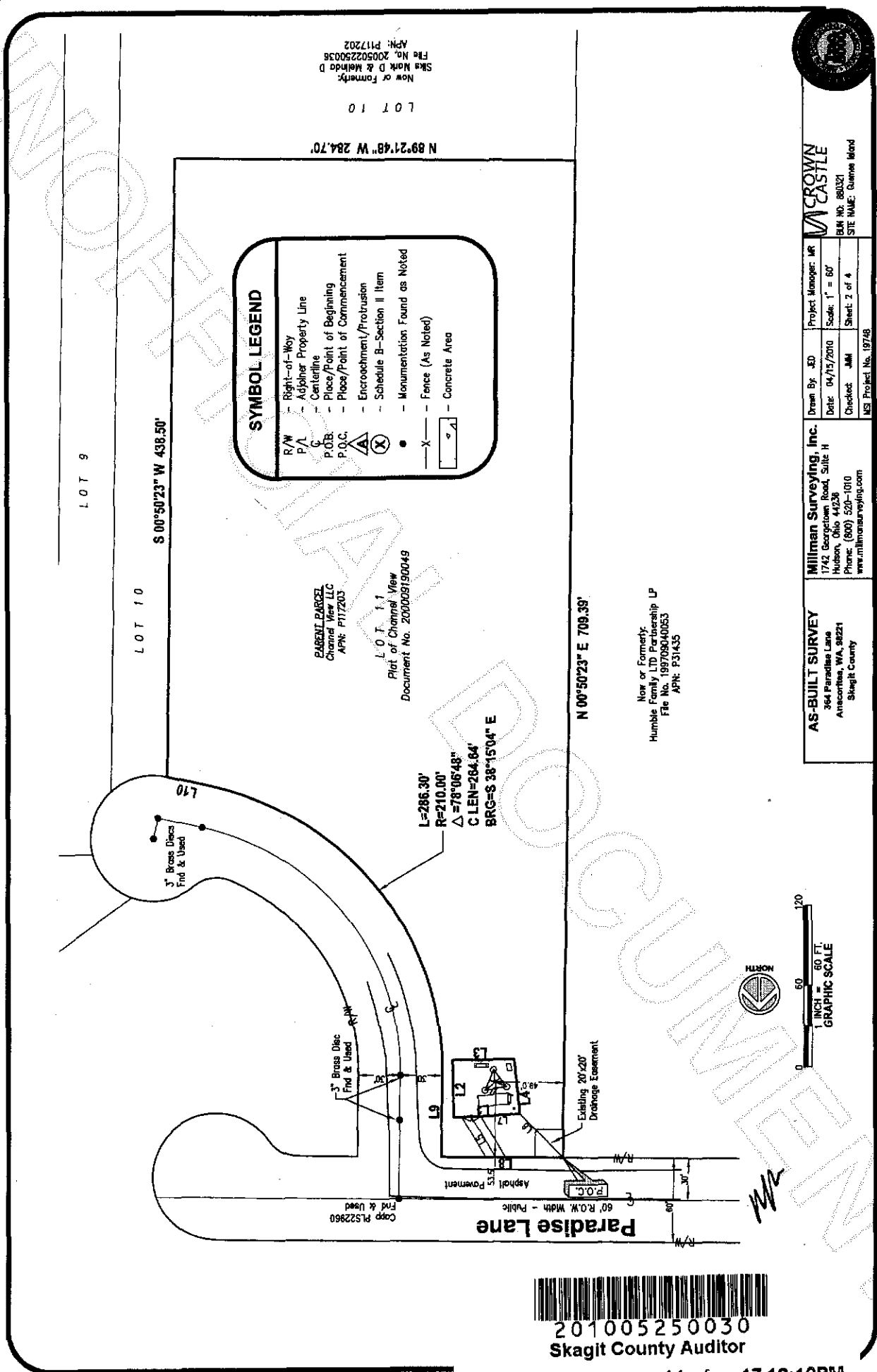
**[Site sketch including access road to property]**

Site Name: Guemes Island (Lower)  
BUN: 880321



201005250030

Skagit County Auditor



**SYMBOL LEGEND**

R/W	- Right-of-Way
P/L	- Adjacent Property Line
C	- Centerline
P.O.B.	- Place/Point of Beginning
P.O.C.	- Place/Point of Commencement
	- Encroachment/Protrusion
	- Schedule B-Section II Item
•	- Monumentation Found as Noted
X	- Fence (As Noted)
	- Concrete Area

Now or Formerly:  
Ska Mark D & Melinda D  
File No. 200502250036  
APN: P117202

PARENT PARCEL  
Channel View LLC  
APN: P117203  
LOT 11  
Plot of Channel View  
Document No. 200009190049

Now or Formerly:  
Humble Family LTD Partnership LP  
File No. 199708040053  
APN: P31435



201005250030  
Skagit County Auditor



<b>AS-BUILT SURVEY</b> 364 Paradise Lane Anacortes, WA, 98221 Skagit County	<b>Millman Surveying, Inc.</b> 1742 Georgetown Road, Suite H Hubert, Ohio 44236 Phone: (800) 520-1010 www.millmansurveying.com	Drawn By: JED Date: 04/15/2010 Checked: JMM	Project Manager: MR Scale: 1" = 60' Sheet: 2 of 4
		MSJ Project No. 19748	

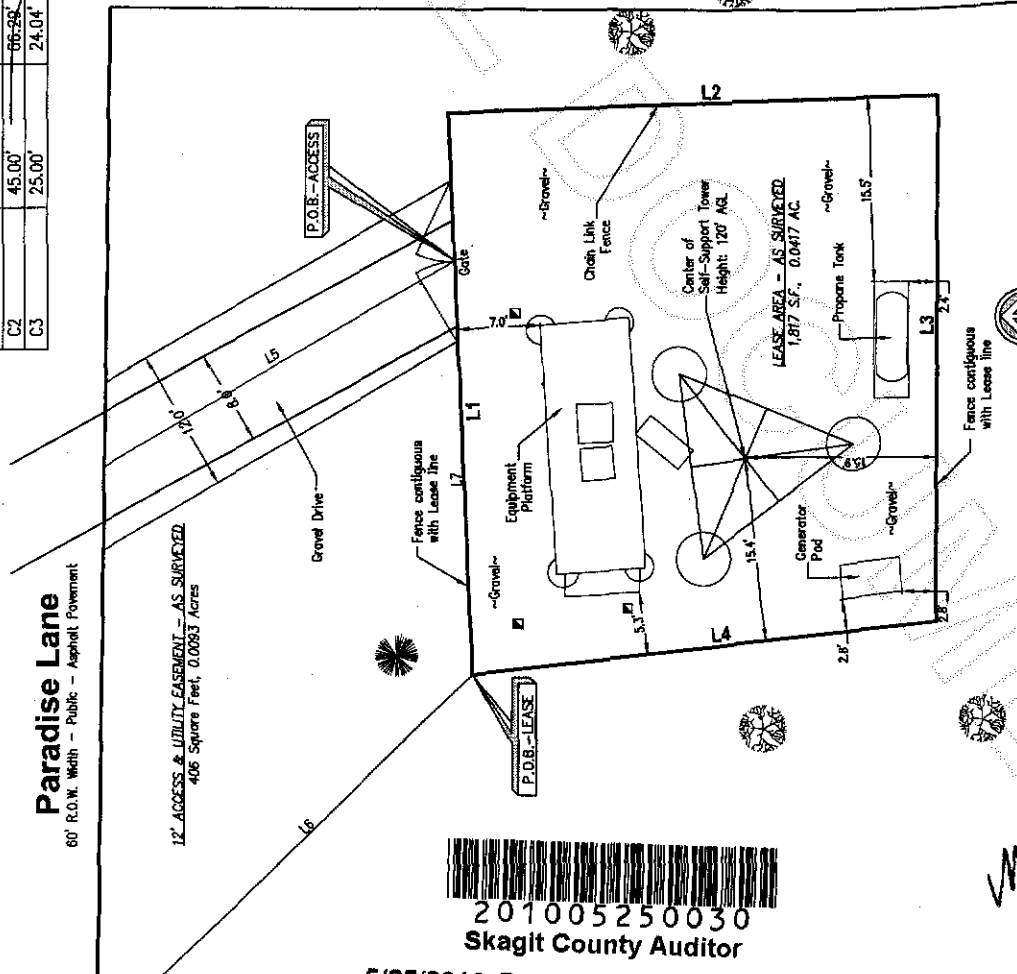
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	1735.00'	307.44'	10°09'10"	307.04'	S86°28'11" W
C2	45.00'	66.99'	84°24'00"	60.46'	S76°12'45" E
C3	25.00'	24.04'	55°05'44"	23.12'	N61°38'48" W

## Paradise Lane

60' R.O.W. Width - Public - Asphalt Pavement

12' ACCESS & UTILITY EASEMENT - AS SURVEYED  
406 Square Feet, 0.0093 Acres

LINE	BEARING	DISTANCE
L1	N87°32'18" E	47.20'
L2	S01°32'47" E	40.93'
L3	N89°45'49" W	44.01'
L4	N06°15'51" W	38.94'
L5	N30°10'40" W	33.80'
L6	S43°55'08" E	43.58'
L7	N67°32'18" E	34.79'
L8	S 89°11'40" E	86.43'
L9	S 00°48'20" W	57.95'
L10	S 77°18'13" E	32.05'



201005250030  
Skagit County Auditor

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**CROWN CASTLE**

3000 W. 1000th St.  
Snohomish, WA 98291

**Millman Surveying, Inc.**  
1742 Georgetown Road, Suite H  
Hudson, Ohio 44236  
Phone: (800) 520-1010  
www.millmansurveying.com

**AS-BUILT SURVEY**  
364 Paradise Lane  
Anacortes, WA, 98221  
Skagit County

0 10 20  
1" = 10 FT.  
GRAPHIC SCALE

NORTH

0 10 20

1" = 10 FT.

GRAPHIC SCALE

Project Manager: MR

Date: 04/15/2010

Scale: 1" = 10'

Sheet: 4 of 4

MS Project No. 19748

**EXHIBIT "C-1"**  
**TO GRANT OF EASEMENT**

**[Description of Easement Area]**

Easement Area situated in the County of Skagit and State of Washington, being a portion of Lot 11 of the Plat of ChannelView as recorded in Document No. 200009190049, Skagit County Deed Records and known as being a 1,817 sq.ft. Easement being more particularly described by metes and bounds as follows;

Commencing at a point on the southern right-of-way line of Paradise Lane for the northwest corner of Lot 11, Plat of ChannelView; Thence leaving Paradise Lane and crossing Lot 11, South 43°55'08" East, a distance of 43.58 feet to the place of beginning.

Thence, North 87°32'18" East, a distance of 47.20 feet;

Thence, South 01°32'47" East, a distance of 40.93 feet;

Thence, North 89°45'49" West, a distance of 44.01 feet;

Thence, North 06°15'51" West, a distance of 38.94 feet to the place of beginning. Said Easement Area encumbering 1,817 square feet, more or less.

Site Name: Guemes Island (Lower)  
BUN: 880321



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Skagit County Auditor



**EXHIBIT "C-2"**  
**TO GRANT OF EASEMENT**

**[Description of Access Easement Area]**

An easement situated in the County of Skagit and State of Washington, being a portion of Lot 11 of the Plat of ChannelView as recorded in Document No. 200009190049, Skagit County Deed Records and being 6 feet left and right of the following described centerline:

Commencing at a point on the southern right-of-way line of Paradise Lane for the northwest corner of Lot 11, Plat of ChannelView; Thence leaving Paradise Lane and crossing Lot 11, South 43°55'08" East, a distance of 43.58 feet; Thence, North 87°32'18" East, a distance of 34.79 feet to the place of beginning of an access and utility easement being 12' in width and lying 6' on each side of the following described centerline;

Thence, North 30°10'40" West, a distance of 33.80 feet to the point of termination. Said easement encumbering 406 square feet, more or less.

Legal Description for Exhibits C-1 and C-2 prepared by:

Millman Surveying, Inc.

1742 Georgetown Road, Suite H

Hudson, OH 44236

Site Name: Guemes Island (Lower)  
BUN: 880321



201005250030

Skagit County Auditor